



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.766.6066

Board Order

Agreement No.: A-13054, Amendment No. 2

Upon motion of Supervisor Parker, seconded by Supervisor Adams and carried by those members present, the Board of Supervisors hereby:

- a. Approved Amendment No. 2 to Standard Agreement No. A-13054 with Accent Clean and Sweep, Inc. to: update Attachment A - Road Listing of Exhibit A and continue to provide services associated with operated street sweeping services meeting the State-mandated National Pollution Discharge Elimination System (NPDES) Storm Water Permit, Request for Proposals #59000, increase the not to exceed amount by \$160,000 for a total amount not to exceed \$574,088; and extend the expiration date for one (1) additional year for a revised term from September 1, 2015 to September 1, 2019, with the option to extend the Agreement for one (1) additional one (1) year term; and
- b. Authorized the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 2 to Standard Agreement No. A-13054 and future amendments to the Agreement where the amendments do not significantly alter the scope of work or change the approved amount of the Agreement.

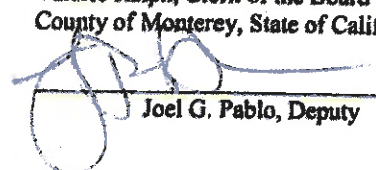
PASSED AND ADOPTED on this 28th day of August 2018, by the following vote, to wit:

AYES: Supervisors Alejo, Salinas, Phillips, Parker and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 81 for the meeting August 28, 2018.

Dated: August 28, 2018
File ID: A 18-379

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California


Joel G. Pablo, Deputy

**AMENDMENT NO. 3
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
ACCENT CLEAN AND SWEEP, INC.**

THIS AMENDMENT NO. 3 to Standard Agreement No. A-13054 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Accent Clean and Sweep, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Standard Agreement No. A-13054 with County on September 8, 2015 (hereinafter, "Agreement") to provide operated street sweeping services (hereinafter, "services") through September 1, 2018 with the option to extend the Agreement for two (2) additional one (1) year period(s) for an amount not to exceed \$100,000; and

WHEREAS, Agreement was amended by the Parties on March 2, 2016 (hereinafter, "Amendment No. 1") to increase the amount by \$314,088 which resulted in a total not to exceed amount of \$414,088 with no extension to the term; and

WHEREAS, Agreement was amended by the Parties on August 31, 2018 (hereinafter, "Amendment No. 2", including Attachment A-1, Revised Road Listing) to replace Attachment A of Exhibit A, Scope of Services/Payment Provisions, with Attachment A-1 to update the Road Listing, to extend the term for one (1) additional year through September 1, 2019, and to increase the amount by \$160,000 which resulted in a total not to exceed amount of \$574,088; and

WHEREAS, County has a continued need for services associated with general street sweeping, as directed by the County, and to meet the NPDES Phase II Roads/Streets Classification services for the term of the Agreement; and

WHEREAS, additional time is necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to September 1, 2020 with no associated dollar amount increase to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 3.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the first sentence of Paragraph 3.01 under Section 3.0, "Term of Agreement", to read as follows:

The term of this Agreement is from September 1, 2015 to September 1, 2020, unless sooner terminated pursuant to the terms of this Agreement.

Page 1 of 3

Amendment No. 3 to Standard Agreement No. A-13054
Accent Clean and Sweep, Inc.
Operated Street Sweeping Services (RFP #59000)
RMA – Public Works, Parks and Facilities
Term: September 1, 2015 – September 1, 2020
Not to Exceed: \$574,088

2. Amend the second paragraph of Paragraph B.2 under Section B, "Payment Provisions", of Exhibit A, Scope of Services/Payment Provisions to the Agreement, to read as follows:

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 6.0, Payment Conditions, of the Agreement. All invoices shall reference **Multi-Year Agreement (MYA) #3000*1889**, the services and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP-GP@co.monterey.ca.us:

County of Monterey
Resource Management Agency (RMA) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to the RMA Finance Division at (831) 755-4800 or via email to: RMA-Finance-AP-GP@co.monterey.ca.us.

3. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
4. This Amendment No. 3 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
5. The recitals to this Amendment No. 3 are incorporated into the Agreement and this Amendment No. 3.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

Accent Clean and Sweep, Inc.
Contractor's Business Name

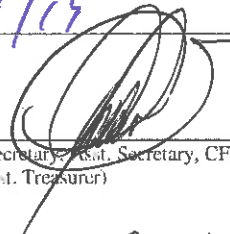
Date: _____

By: 
(Signature of Chair, President or Vice President)

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

Its: Michael Haughey, President
(Print Name and Title)

By: _____
Mary Grace Perry
Deputy County Counsel

Date: 8/14/19
By: 
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Date: _____

Its: Ofelia Chen, Secretary
(Print Name and Title)

Approved as to Fiscal Provisions

Date: 8/14/19

By: _____
Auditor/Controller

Date: _____

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____

Name: _____

Title: _____

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: [Signature]
Contracts/Purchasing Officer

Date: 8/28/19

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: [Signature]
Mary Grace Perry
Deputy County Counsel

Date: 8-21-19

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 8/21/19

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____

Name: _____

Title: _____

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

CONTRACTOR*

Accent Clean and Sweep, Inc.
Contractor's Business Name

By: [Signature]
(Signature of Chair, President or Vice President)

Its: Michael Haughey, President
(Print Name and Title)

Date: 8/14/19

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: Ofelia Chien, Secretary
(Print Name and Title)

Date: 8/14/19



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bozzuto & Company Ins. Svcs. Inc. 9300 Madison Ave., Suite #100 Orangevale CA 95662	CONTACT NAME: Certificate Department	
	PHONE (A/C No. Ext): 800-400-6394	FAX (A/C No.): 800-286-0808
	E-MAIL ADDRESS: certificates@bozzutoinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: United States Fire Ins Co	21113
	INSURER B: Insurance Co of The West	27847
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED
ACCEN-2
Accent Clean & Sweep Inc.
489 El Camino Real S
Salinas CA 93908

COVERAGES**CERTIFICATE NUMBER:** 2127537485**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	506-898088-4	3/14/2019	3/14/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒ Pollution	Y	506-896088-4	3/14/2019	3/14/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Pollution Cov \$1,000,000
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$		523-809769-5	3/14/2019	3/14/2020	EACH OCCURRENCE \$1,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	WSA 5040187 01	3/14/2019	3/14/2020	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Work performed by the named insured for the certificate holder. _x000D

The County of Monterey, its agents, officers and employees are named as Additional Insured per the attached endorsements. Primary and Non-Contributory wording applies.

CERTIFICATE HOLDER**CANCELLATION**

County of Monterey Its Agents
Officers and Employees
Contract / Purchasing Department
168 West Alisal St. 3rd floor
Salinas CA 93901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies a person or organization who is an "insured" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Legal Name and Address of Person or Organization:

ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED TO THIS POLICY BY WRITTEN CONTRACT OR AGREEMENT UNLESS SUCH CONTRACT OR AGREEMENT:

- A. IS EXECUTED AFTER THE DATE OF THE LOSS OR**
- B. INVOLVES THE OWNER OR ANYONE ELSE FROM WHOM YOU HIRE OR BORROW A COVERED "AUTO" UNLESS IT IS A "TRAILER" CONNECTED TO COVERED "AUTO" YOU OWN.**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

The person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

If the person or organization shown in the Schedule qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form, the insurance provided to the additional insured is primary and non-contributory for any liability arising out of an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS SCHEDULED AND BLANKET ADDITIONAL INSUREDS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Persons or Organizations:	Designated Projects or Locations:
County of Monterey, its agents, officers, and employees	Work performed by the named insured for the certificate holder.

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization that you are required by "written contract" to add as an additional insured on this policy. In addition, if a person or organization is scheduled above, **Who Is An Insured** is amended to also include that person or organization as an additional insured.

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to:
 - a. Liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured as specified in the "written contract"; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard" and caused in whole or in part by "your work" specified in the "written contract", but only if:
 - (1) The "written contract" requires you to provide the additional insured such coverage;
 - (2) This policy provides such coverage; and
 - (3) The loss occurs within the period of time required by the "written contract" and prior to the expiration date of the policy.
2. This policy will not provide the additional insured with any broader coverage or any higher limit of insurance than the lesser of:
 - a. Coverage afforded under this policy; or
 - b. Coverage required by the "written contract".
3. Coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured, whether on a primary, excess, contingent or any other basis, unless the "written contract" requires that

this insurance apply on a primary and non-contributory basis.

4. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:
 - a. An architect's, engineer's or surveyor's rendering of, or the failure to render any professional services, including:
 - (1) The preparing, approving, or failure to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervision or inspection performed as part of any related architectural or engineering activities; or
 - b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this policy.

C. Section IV – Commercial General Liability Conditions is amended as follows:

1. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** is amended to add the following:

An additional insured under this endorsement will as soon as practicable:

- (1) Give us prompt written notice of any "occurrence" or offense which may result in a claim or "suit" under this insurance, and of any actual claim or "suit";
- (2) Except as provided in Paragraph **B.3.** of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this policy;
- (3) Immediately forward all legal papers to us, cooperate with us in the investigation, defense, or settlement of the claim or "suit", and otherwise comply with the policy conditions; and
- (4) Tender the defense and indemnity of any claim or "suit" to any other insurer whose policy may provide coverage for a loss covered under this endorsement including, but not limited to, any insurer that has issued a policy under which the additional insured qualifies as an insured; however, if the "written contract" requires this insurance to be primary and non-contributory, this provision does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

- D. Only for the purpose of the insurance provided by this endorsement, **Section V – Definitions** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured under this policy, provided the contract or agreement:

- a. Is currently in effect or becomes effective during the term of this policy; and
- b. Was signed and executed prior to the "bodily injury" or "property damage" or "personal

and advertising injury" for which coverage under this policy is sought by the additional insured.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

- | | |
|--|---|
| 1. Expected Or Intended Injury | 16. Additional Insured – Engineers, Architects, Or Surveyors |
| 2. Amended Defense Coverage For Indemnitees | 17. Additional Insured – Managers Or Lessors Of Premises |
| 3. Non-Owned Watercraft | 18. Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations |
| 4. Non-Owned Aircraft | 19. Broad Knowledge / Notice Of Occurrence |
| 5. Property Damage Liability – Borrowed Equipment | 20. Waiver Of Transfer Of Rights Of Recovery Against Others To Us |
| 6. Property Damage Liability – Elevators | 21. Unintentional Failure To Disclose Hazards |
| 7. Damage To Premises Rented To You | 22. Mental Anguish, Mental Injury Or Humiliation |
| 8. Contractual Liability For Personal And Advertising Injury | 23. Mobile Equipment |
| 9. Medical Payments | 24. Waiver Of Sovereign Immunity |
| 10. Supplementary Payments | 25. Aggregate Limits Of Insurance Per Project |
| 11. Broad Form Named Insured | 26. Contractual Liability – Work Within 50 Feet Of Railroads |
| 12. Fellow Employee Coverage | 27. Primary Insurance – Additional Insureds By Written Contract |
| 13. Incidental Medical Malpractice Liability | 28. Liberalization Clause |
| 14. Newly Acquired Organizations | 29. Electronic Data Liability |
| 15. Additional Insured – Lessors Of Leased Equipment | 30. Application Of This Endorsement |

1. Expected Or Intended Injury

Exclusion **a. Expected Or Intended Injury** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

“Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

2. Amended Defense Coverage For Indemnitees

Supplementary Payments – Coverages A And B is amended as follows:

Paragraph **2.d.** under **Section I – Supplementary Payments – Coverages A And B** is hereby deleted.

Paragraph **2.e.** under **Section I – Supplementary Payments – Coverages A And B** is replaced by the following:

The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such “suit”. In the event we agree a conflict exists between the interests of the insured and the interests of the indemnitee, we will select and assign separate defense counsel for the indemnitee and pay reasonable attorneys’ fees and necessary litigation expenses; and

3. Non-Owned Watercraft

Paragraph **(2)(a)** of Exclusion **g. Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

(a) Less than 55 feet in overall length; and

4. Non-Owned Aircraft

Exclusion **g. Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply to an aircraft, in which you have no ownership interest, provided:

a. It is:

(1) Loaned to;

(2) Rented by; or

(3) Hired or chartered by

the insured with a paid and licensed crew;

b. It is not being used to carry persons or property for a charge; and

c. The pilot in command holds a currently effective license, issued by the duly constituted authority of the United States of America or Canada, designating him or her as a **commercial airline pilot for the particular aircraft being flown.**

5. Property Damage Liability – Borrowed Equipment

Paragraph **(4)** of Exclusion **j. Damage To Property** under **Section I – Coverage A – Bodily Injury And**

Property Damage Liability is amended to include the following:

This exclusion does not apply to equipment which you borrow from a person or entity, other than an insured, unless the "property damage" occurs while such equipment is being used by an insured at a job site.

Subject to all terms of **Section III – Limits Of Insurance**, the maximum limit in any one "occurrence" is \$25,000 subject to an annual aggregate of \$50,000 for all "occurrences".

The insurance provided by this exception to Exclusion **j.(4)** as set forth in Paragraph **5.** of this Contractors General Liability Enhancement Endorsement is excess over any other valid and collectible insurance available to the insured whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or any other basis, that would also apply to the loss covered under this provision.

6. Property Damage Liability – Elevators

Exclusion **j. Damage To Property** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is amended to include the following:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to liability arising out of the use of elevators.

The insurance provided by this exception to Exclusions **j.(3)** and **j.(4)** as set forth in Paragraph **6.** of this Contractors General Liability Enhancement Endorsement is excess over any other valid and collectible insurance available to the insured whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or any other basis, that would also apply to the loss covered under this provision.

7. Damage To Premises Rented To You

a. The last paragraph of **2. Exclusions** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

- (1)** With respect to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner, Exclusions **c.** through **n.**, do not apply.
- (2)** With respect to damage by other than fire to premises while rented to you or temporarily occupied by you with permission of the owner, Exclusions **c.** through **n.**, except for Exclusion **f.**, do not apply unless the damage arises out of "your work".

A separate limit of insurance applies to the coverage set forth in **(1)** and **(2)** above as described in **Section III – Limits Of Insurance**.

b. **Section III – Limits Of Insurance** is amended by replacing Paragraph **6.** with the following:

- 6.** Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises while rented to you or temporarily occupied by you with the permission of the owner. The Damage To Premises Rented To You Limit is the amount set forth in the Declarations or \$300,000, whichever is greater.

8. Contractual Liability For Personal And Advertising Injury

Exclusion **e. Contractual Liability** under **Section I – Coverage B – Personal And Advertising Injury Liability** is amended to add the following after the last sentence:

This exclusion also does not apply to that part of any contract or agreement pertaining to your business under which you assume the "tort liability" of another party to pay for "personal and advertising injury" to a third party or organization, provided the "personal and advertising injury" offense occurs subsequent to the execution of the contract or agreement.

For the purposes of this provision, "tort liability" means a liability that would be imposed by law in the absence of any contract or agreement.

9. Medical Payments

Section I – Coverage C – Medical Payments is amended to include the following only if **Coverage C – Medical Payments** is not otherwise excluded from this coverage part:

The Medical Payments Limit is changed to the greater of:

- a. \$15,000; or
- b. The Medical Expense Limit shown in the Declarations of this coverage part.

Paragraph **1.a.(3)(b)** under **Section I – Coverage C – Medical Payments** is replaced by the following:

The expenses are incurred and reported to us within three years of the date of the accident; and

10. Supplementary Payments

Supplementary Payments – Coverages A And B under **Section I – Coverages** is amended as follows:

- a. The bail bonds limit shown in Paragraph **1.b.** is increased from \$250 to \$2,500.
- b. The actual loss of earnings limit shown in Paragraph **1.d.** is increased from \$250 to \$1,000.

11. Broad Form Named Insured

Paragraph **1.d.** under **Section II – Who Is An Insured** is amended to include the following:

If you are an organization other than a partnership, limited liability company or joint venture, any of your subsidiary companies or any company over which you exercise control and actively manage will qualify as an insured only if other valid and collectible insurance does not apply.

12. Fellow Employee Coverage

Paragraph **2.a. (1)(a)** under **Section II – Who Is An Insured** is deleted.

13. Incidental Medical Malpractice Liability

Paragraph **2.a. (1)(d)** under **Section II – Who Is An Insured** does not apply to "employees" who are employed as nurses or other "employees", excluding physicians and medical doctors, who provide incidental health care services within the scope of their employment by you.

14. Newly Acquired Organizations

Paragraph **3.a.** under **Section II – Who Is An Insured** is replaced by the following:

- a. Coverage under this provision is afforded only until the end of the policy period.

15. Additional Insured – Lessors Of Leased Equipment

- a. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization from whom you lease equipment and with whom you have agreed to add as an additional insured to this policy by written contract or written agreement but only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of the equipment leased to you by such person or organization. However, the insurance afforded to such additional insured:
 - (1) Only applies to the extent permitted by law; and
 - (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
- b. The limits of insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever are less. These limits of insurance are inclusive of, and are not in addition to, the limits of insurance shown in the Declarations of this policy.
- c. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires or is terminated.

16. Additional Insured – Engineers, Architects, Or Surveyors

- a. **Section II – Who Is An Insured** is amended to include as an additional insured any architect, engineer or surveyor engaged by you and with whom you have agreed by written contract to add as an additional insured to this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (1) In connection with your premises; or
 - (2) In the performance of your ongoing operations.

However, the insurance afforded to such additional insured only applies to the extent permitted by law and will not be broader than that which you are required by the written contract to provide for such additional insured.

- b. The limits of insurance applicable to the additional insured are those specified in the written contract in the Declarations of this policy, whichever are less. These limits of insurance are inclusive of, and are not in addition to, the limits of insurance shown in the Declarations of this policy.
- c. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

17. Additional Insured – Managers Or Lessors Of Premises

- a. **Section II – Who Is An Insured** is amended to include as an additional insured any manager or lessor of premises leased to you and with whom you have agreed by written contract to add as an additional insured to this policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by, or on behalf of, the manager or lessor of the premises.

- b. However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the written contract to provide for such additional insured.

- c. The limits of insurance applicable to the additional insured are those specified in the written contract or in the Declarations of this policy, whichever are less. These limits of insurance are inclusive of, and are not in addition to, the limits of insurance shown in the Declarations of this policy.

18. Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations

- a. **Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision which has issued a permit or authorization to you.

- (1) This applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- (a) The insurance afforded to such additional insured applies to the extent permitted by law; and
- (b) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- (2) This insurance does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

- b. The limits of insurance applicable to the additional insured are those specified in the contract or agreement or in the Declarations of this policy, whichever are less. These limits of insurance are inclusive of, and are not in addition to, the limits of insurance shown in the Declarations of this policy.

19. Broad Knowledge / Notice Of Occurrence

Section IV – Commercial General Liability Conditions is amended to include the following:

- a. The requirement in Condition **2.a.**, which states that you must see to it that we are notified of any "occurrence" or offense, applies only when the "occurrence" or offense is known to:
- (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) A member, if you are a joint venture;
 - (4) An "executive officer", manager or supervisor if you are a corporation; or
 - (5) A member, if you are a limited liability company.
- b. The requirement in Condition **2.b.**, which states that you must see to it that we receive notice of a claim or "suit", will not be considered breached unless the breach occurs after such claim or "suit" is known to:
- (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) A member, if you are a joint venture;
 - (4) An "executive officer", manager or supervisor if you are a corporation; or
 - (5) A member, if you are a limited liability company.

If you report an accident to your Workers Compensation insurance carrier which later develops into a claim or "suit" for a liability "occurrence" for coverage which is provided by this policy, failure to report such "occurrence" to us at the time of the accident shall not be a violation of the notification of loss condition (Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV – Commercial General Liability Conditions**) contained in this policy. It is agreed, however, that you shall give notification of such claim or "suit" to us as soon as you are made aware of the fact that the particular accident has developed into a claim or "suit".

20. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

Condition **8. Transfer Of Rights Of Recovery Against Others To Us** under **Section IV – Commercial General Liability Conditions** is amended to include the following:

We **wave** any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" when you have waived such right of recovery under a written contract with that person or organization. Such written contract must be:

- a. Currently in effect or becoming effective during the term of this policy; and
- b. Executed prior to the "bodily injury", "property damage" or "personal and advertising injury".

Alternatively, the written contract may be executed after the "bodily injury", "property damage" or "personal and advertising injury" but only if:

- (i) The terms and conditions of the written contract had been agreed upon prior to the "bodily injury", "property damage" or "personal and advertising injury"; and
- (ii) The insured can definitively establish that the terms and conditions of the written contract ultimately executed are the same as those which had been agreed upon prior to the "bodily injury", "property damage" or "personal and advertising injury".

21. Unintentional Failure To Disclose Hazards

MG 22 004 07 18

Page 7 of 12

Section IV – Commercial General Liability Conditions is amended to include the following:

Unintentional Failure To Disclose Hazards

Your unintentional failure to disclose all hazards or prior "occurrences" existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy.

22. Mental Anguish, Mental Injury Or Humiliation

The definition of "bodily injury" in Paragraph **3.** under **Section V – Definitions** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury, humiliation or death resulting from any of these at any time.

23. Mobile Equipment

Paragraph **12.** under **Section V – Definitions** is amended to include the following:

Paragraph **f.(1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

24. Waiver Of Sovereign Immunity

The following provision applies if you are a "governmental entity" or we have added a "governmental entity" to your policy as an additional insured, and the "governmental entity" requires us to obtain permission prior to asserting a defense involving governmental immunity or the jurisdiction of the tribunal over the "governmental entity":

We shall not raise any defense involving, in any way, the jurisdiction of the tribunal over the "governmental entity", the immunity of the "governmental entity" or its commissioners, officers, agents or employees, the governmental nature of such entity, or the provisions of any statutes respecting suits against the "governmental entity" without first obtaining express advance permission from the designated representative of the "governmental entity".

Application of this provision shall not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

For the purposes of this provision, "governmental entity" means a state, county, district, municipality, town, township, borough, parish, village, or other political subdivision or governmental agency or subdivision.

25. Aggregate Limits Of Insurance Per Project

Section III – Limits Of Insurance is amended to include the following:

8. The General Aggregate Limit described in **2.** above is subject to the following:

- a.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I – Coverage A**, and for all medical expenses caused by accidents under **Section I – Coverage C**, which can be attributed only to ongoing operations at a "single construction project" away from premises owned by or rented to the insured:

(1) A separate Single Construction Project General Aggregate Limit applies to each

construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

- (2) The Single Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **Coverage C** regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

- b. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the Single Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Single Construction Project General Aggregate Limit for any other construction project.
- c. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Single Construction Project General Aggregate Limit.
- d. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I – Coverage A**, and for all medical expenses caused by accidents under **Section I – Coverage C**, which cannot be attributed only to ongoing operations at a "single construction project" away from premises owned by or rented to the insured:
 - (1) Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 - (2) Such payments shall not reduce any Single Construction Project General Aggregate Limit.
- e. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Single Construction Project General Aggregate Limit.
- f. If a "single construction project" away from premises owned by or rented to the insured has been abandoned or delayed and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- g. "Single construction project" means each single designated construction project for which you are obligated by written agreement to maintain general liability insurance with a separate per project general aggregate limit that applies only to that construction project. The agreement must be executed prior to the "occurrence" of the "bodily injury" or "property damage".

The provisions of **Section III – Limits Of Insurance**, not otherwise modified by this provision, shall continue

to apply as stipulated.

26. Contractual Liability – Work Within 50 Feet Of Railroads

The definition of "insured contract" in Paragraph **9.** under **Section V – Definitions** is amended as follows:

Paragraph **9.c.** is replaced by the following:

- c.** Any easement or license agreement;

Paragraph **9.f.(1)** is hereby deleted.

27. Primary Insurance – Additional Insureds By Written Contract

Paragraph **a. Primary Insurance** of Condition **4. Other Insurance** under **Section IV – Commercial General Liability Conditions** is replaced by the following:

a. Primary Insurance

- (1)** This insurance is primary except when Paragraph **a.(2)** or Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then we will share with all that other insurance by the method described in Paragraph **c.** below.

- (2)** This insurance is excess over and shall not contribute with any other valid and collectible insurance available to any person or entity added as an additional insured to this policy under the terms of the Contractors General Liability Enhancement Endorsement or by attachment of any other endorsement, regardless of whether such other insurance is provided on a primary, excess, contingent or on any other basis, unless the written contract between you and the additional insured requires that this insurance apply on a primary and/or non-contributory basis, in which case this insurance will apply in the manner required by such contract.

28. Liberalization Clause

If we adopt a change in the coverage form, CG 00 01, which broadens coverage without an additional premium charge, the broader coverage will apply to this policy on the effective date of approval in the state shown in the Named Insured's address in the Declarations of this policy.

29. Electronic Data Liability

- a.** Exclusion **2.p.** of **Coverage A – Bodily Injury And Property Damage Liability in Section I – Coverages** is replaced by the following:

This insurance does not apply to damages arising out of:

- (1)** Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2)** The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

- b. The following is added to Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to "personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

- c. The following paragraph is added to **Section III – Limits Of Insurance:**

Subject to 5. above, the most we will pay under Coverage A for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is \$100,000.

- d. The following definition is added to the **Definitions** section:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- e. For the purposes of the coverage provided by this endorsement, the definition of "property damage" in the **Definitions** section is replaced by the following:

"Property damage" means:

- (1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- (2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- (3) Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

30. Application Of This Endorsement

The coverage enhancements provided by this endorsement apply to the Commercial General Liability Coverage Part. If your policy includes other endorsements in addition to this Contractors General Liability Enhancement Endorsement, and there is a conflict between any of the terms of such endorsement(s) and this Contractors General Liability Enhancement Endorsement, the terms of the other endorsement(s) shall be given priority and control over the terms set forth in this Contractors General Liability Enhancement Endorsement, even if the terms of such other endorsement(s) have the effect of

limiting, excluding or reducing the coverage provided under this Contractors General Liability Enhancement Endorsement.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):

ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED TO THIS POLICY BY WRITTEN CONTRACT OR AGREEMENT UNLESS SUCH CONTRACT OR AGREEMENT:
A. IS EXECUTED AFTER THE DATE OF THE LOSS OR
B. INVOLVES THE OWNER OR ANYONE ELSE FROM WHOM YOU HIRE OR BORROW A COVERED "AUTO" UNLESS IT IS A "TRAILER" CONNECTED TO COVERED "AUTO" YOU OWN.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.